

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

WAYMO LLC,)
Plaintiff,)
vs.) Case No.
UBER TECHNOLOGIES, INC.;) 17-cv-00939-WHA
OTTOMOTTO, LLC; OTTO TRUCKING LLC,)
Defendants.)
-----)

HIGHLY CONFIDENTIAL - OUTSIDE ATTORNEYS' EYES ONLY

VIDEOTAPED DEPOSITION OF ANGELA L. PADILLA, ESQ.

San Francisco, California

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Volume I

Reported by:

MARY J. GOFF

CSR No. 13427

JOB No. 2716665

PAGES 1-111

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1 litigation? 10:56:54

2 MR. GONZALEZ: So I'll -- I'll let you 10:56:57

3 answer the part of that question that involves his 10:56:59

4 computers, because I believe a document has been 10:57:01

5 produced on that point. 10:57:05

6 A So he did not cooperate in providing all 10:57:14

7 of the devices that he had at the time that we were 10:57:21

8 in this litigation. And I sent him a letter -- 10:57:28

9 well, really an e-mail -- an e-mail letter about 10:57:34

10 that. 10:57:37

11 (Exhibit 8106 was marked for 10:57:42

12 identification and is attached to the transcript.) 10:57:42

13 MR. GONZALEZ: Thank you. 10:58:33

14 Q (BY MR. PERLSON) You have been handed 10:58:43

15 what's been marked as Exhibit 8106, UBER324612. 10:58:44

16 Do you recognize this e-mail? 10:58:52

17 A I do. 10:58:55

18 Q Is this the e-mail that you were just 10:58:56

19 referring to in your testimony? 10:58:58

20 A It is. 10:59:01

21 Q Okay. So in the first sentence, it says, 10:59:01

22 I understand that there are two laptops in your 10:59:07

23 possession that you have used for Uber work that 10:59:10

24 have not yet been provided to us for inspection in 10:59:14

25 the Waymo litigation. 10:59:18

1 Do you see that? 10:59:20

2 A Um-hum. 10:59:21

3 Q Yes? 10:59:22

4 A Yes. 10:59:22

5 Q Okay. And what -- what -- do you know 10:59:22

6 what those computers were? 10:59:28

7 A I don't remember the specifics right now. 10:59:33

8 I remember just a dispute about whether they were 10:59:43

9 company computers or personal computers and whether 10:59:49

10 they were used for Uber work or not. 10:59:51

11 Q Okay. And who -- that was a dispute 10:59:56

12 between Anthony -- or Mr. Levandowski and Uber? 11:00:03

13 A Yes. 11:00:05

14 Q Okay. Were -- was that dispute something 11:00:05

15 that was discussed orally or were there other 11:00:13

16 e-mails concerning that dispute? Do you know? 11:00:19

17 A I think it was all oral. 11:00:21

18 Q And when did -- obviously, I assume that 11:00:25

19 they -- when did those discussions occur? 11:00:28

20 A Probably right around the time of this 11:00:34

21 e-mail, which is April 20. Maybe a little before 11:00:37

22 and probably a little after as well. I -- I think 11:00:44

23 it was an ongoing struggle. 11:00:47

24 Q And who -- who was involved in those 11:00:50

25 conversations? 11:00:59

1 A Let's see. Myself; Anthony; his lawyers, 11:01:01
2 Miles and Izzy -- Miles or Izzy and/or meaning these 11:01:11
3 people in various combinations in various 11:01:21
4 conversations. It wasn't a static one-time event. 11:01:25
5 Travis; Neal Chatterjee, once he came on 11:01:33
6 board. Gosh, I'm trying to think. Possibly Salle. 11:01:42
7 Possibly Salle. Possibly Walter and Melinda over at 11:01:58
8 Orrick. No. No. No, not them. I'm sorry. I'm 11:02:03
9 thinking of something else. I'm thinking of Travis. 11:02:06
10 No, not them. Just possibly Salle, yeah. 11:02:09
11 Q Please tell me what you remember regarding 11:02:16
12 the substance of those communications. 11:02:19
13 A I don't remember details, but the -- 11:02:25
14 MR. GONZALEZ: I'm sorry. Can I interrupt 11:02:27
15 just to make this clear? To the extent you had 11:02:28
16 conversations with attorneys for Mr. Levandowski, 11:02:31
17 I'm going to let you answer that. 11:02:33
18 But if you had private conversations with 11:02:35
19 your client, Salle, Travis, or anybody else, that 11:02:37
20 would be privileged. So I want to make sure you 11:02:41
21 draw that distinction in your head as you answer 11:02:43
22 that question. 11:02:46
23 A Okay. So if I limit it to conversations 11:02:47
24 that I had with Anthony's lawyers, because all the 11:02:51
25 other conversations would have been with Salle or 11:02:56

1 Travis or Anthony, or -- or with Neal Chatterjee. 11:02:58

2 Was it Neal? I -- I don't know. It could -- 11:03:04

3 Q (BY MR. PERLSON) That's his name. 11:03:07

4 A -- be mistaken. I know -- I mean, I know 11:03:07

5 Neal really well. I just -- I can't remember if -- 11:03:08

6 I might be mistaken about Neal. But anyway, I feel 11:03:10

7 like I had some conversation with Neal. 11:03:17

8 But what I recall about the conversations 11:03:19

9 with Miles and Izzy and probably with Neal is my 11:03:21

10 insistence that Anthony turn over every device to 11:03:27

11 Uber for us to search and comply with the court's 11:03:33

12 order, period, end of story, and there was to be no 11:03:37

13 debate about this. 11:03:46

14 Q And so how many conversations do you think 11:03:56

15 you had with yourself on that -- that -- on the 11:03:58

16 subject that Mr. Levandowski's lawyers would have 11:04:06

17 been involved in? 11:04:10

18 A Several. Maybe as many as five. 11:04:12

19 Q Okay. And that would have been at or 11:04:16

20 around this April 20 -- 11:04:19

21 A I can't -- 11:04:21

22 Q -- time frame? 11:04:21

23 A -- I can't put it exactly in time. There 11:04:22

24 was, as you know, a lot going on. But within a 11:04:23

25 couple of weeks of this time period, yeah, I would 11:04:31

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1 say so. 11:04:34

2 Q Did you have any conversations with 11:04:57

3 Mr. Levandowski regarding obtaining his devices that 11:04:59

4 did not include his counsel? 11:05:08

5 A I might have. 11:05:12

6 Q Okay. When would that have been? 11:05:14

7 A Same time period. 11:05:19

8 Q Okay. Can you identify -- let me know the 11:05:20

9 substance of -- of that communication? 11:05:26

10 MR. GONZALEZ: So -- so hold on. Would 11:05:29

11 you agree that we're not waiving privilege by 11:05:31

12 allowing her to answer that question? 11:05:33

13 MR. PERLSON: Nope. 11:05:34

14 MR. GONZALEZ: Okay. Then I'm going to 11:05:35

15 have to instruct you not to answer. 11:05:37

16 A Okay. 11:05:38

17 Q (BY MR. PERLSON) Did you ever have any 11:05:50

18 instructions with Mr. -- start over again. 11:05:51

19 Did you ever have any conversations with 11:05:55

20 Mr. Levandowski in which he did agree to produce at 11:05:57

21 least some of his devices? 11:06:02

22 A Yes. 11:06:07

23 Q Okay. When was that? 11:06:09

24 A The same time frame. I -- I don't 11:06:13

25 clearly -- really, I don't clearly remember it, 11:06:16

1 because there were hundreds of things happening at 11:06:19
2 this time. I'm -- I was also running the Covington 11:06:22
3 report and just everything was going on. 11:06:25
4 So I don't know if that was, like, right 11:06:32
5 after the lawsuit was filed, two weeks after the 11:06:34
6 lawsuit was filed, or -- and now we're in April. 11:06:36
7 But I do know -- I do remember insisting 11:06:39
8 pretty sharply that he turn over things and that he 11:06:46
9 did cooperate to some extent. 11:06:50
10 Q Okay. He -- he -- you do remember that 11:06:52
11 Mr. Levandowski at least did cooperate to some 11:06:57
12 extent in turning over devices; is that fair? 11:07:01
13 A I don't know if "cooperate" is the right 11:07:05
14 word. He certainly gave us some devices to search. 11:07:05
15 Q Some of his devices? 11:07:08
16 A Yes. 11:07:09
17 Q Did you ever get the two laptop computers 11:07:13
18 that are referred to in your April 20, 2017 e-mail? 11:07:15
19 A I am not sure that we got them, but I 11:07:30
20 believe they were searched by another law firm. 11:07:32
21 Q Okay. Do you know what law firm that was? 11:07:37
22 A I don't. 11:07:44
23 Q Was it Mr. Levandowski's counsel? 11:07:45
24 A It could have been Miles and Izzy. It 11:07:50
25 could have been Neal. I don't know. 11:07:53

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1 Q Okay. And how -- and why do you -- what's 11:07:55
2 the basis of you thinking that they were eventually 11:08:07
3 searched by somebody? 11:08:09
4 A Because this was megillah. Do you know 11:08:12
5 what a megillah is? It's Yiddish for long story. 11:08:19
6 This megillah went on for a long time, because I was 11:08:23
7 not going to let go of these two computers. 11:08:28
8 And I insisted that we get information off 11:08:31
9 of them, and they were insisting they weren't going 11:08:34
10 to give us the computers. 11:08:39
11 And so I believe that finally some kind of 11:08:40
12 a compromise was reached after a back and forth and 11:08:43
13 back and forth that some trusted third person would 11:08:46
14 review the document -- the computers. And if 11:08:52
15 anything responsive in this litigation was found on 11:08:54
16 them, that would be provided. 11:08:57
17 Q Okay. Do you know when -- when that 11:09:00
18 accommodation was eventually reached? 11:09:04
19 A It would have been after this e-mail went 11:09:09
20 out. I just don't know when. 11:09:11
21 Q Okay. And was that accommodation 11:09:13
22 memorialized in some way? 11:09:16
23 A I don't -- I doubt it. I don't remember. 11:09:21
24 Q Okay. If -- if -- how could I figure out 11:09:26
25 what -- who -- what would you think the best source 11:09:29

1 would be for me to figure out who actually did 11:09:31
2 the -- did look at those pursuant to this 11:09:34
3 accommodation? 11:09:38
4 A Miles, Izzy, Neal. 11:09:42
5 Q And do you know whether responsive 11:09:46
6 material was found? 11:09:48
7 A I believe -- I don't -- I don't know one 11:09:49
8 way or the other. I can't remember. It could have 11:09:51
9 been. It could not have been. I just don't recall 11:09:53
10 it. 11:09:56
11 Q Okay. And just to clear up the record -- 11:09:56
12 I -- I think it's already clear. But it -- it -- 11:09:57
13 Mr. Levandowski did provide at least some of his 11:10:01
14 devices to Uber in connection with its efforts to 11:10:05
15 provide responsive information in this litigation, 11:10:10
16 correct? 11:10:13
17 A He did. I just wish he would have 11:10:14
18 provided everything from the get-go and given full 11:10:17
19 bona fide cooperation, which he did not do. 11:10:21
20 Q In the second-to-last paragraph of the -- 11:11:48
21 your e-mail, it says that, Please understand that 11:11:53
22 your compliance with this request is crucial to 11:11:57
23 Uber's defense of the Waymo litigation and required 11:12:00
24 by our internal company policies. 11:12:04
25 Do you see that? 11:12:07

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|----|---------------|--|----------|
| 1 | A | I do. | 11:12:07 |
| 2 | Q | Okay. And the -- is it accurate to say | 11:12:07 |
| 3 | | that the search of these laptops was crucial because | 11:12:20 |
| 4 | | if the laptops were not searched, Uber would not be | 11:12:23 |
| 5 | | able to demonstrate that Mr. Levandowski lacked | 11:12:27 |
| 6 | | Waymo confidential information? | 11:12:31 |
| 7 | MR. GONZALEZ: | I'm going to instruct you | 11:12:33 |
| 8 | | not to answer that question. It's work-product. | 11:12:34 |
| 9 | Q | (BY MR. PERLSON) Were -- were you | 11:12:41 |
| 10 | | concerned that Mr. Levandowski had Waymo | 11:12:42 |
| 11 | | confidential information on his files by -- on -- on | 11:12:48 |
| 12 | | these computers by virtue of the fact that he | 11:12:54 |
| 13 | | refused to provide them to you? | 11:12:58 |
| 14 | MR. GONZALEZ: | I'm going to instruct you | 11:13:00 |
| 15 | | not to answer -- not to answer that question. It's | 11:13:01 |
| 16 | | attorney work-product. | 11:13:02 |
| 17 | Q | (BY MR. PERLSON) Do you know whether the | 11:13:12 |
| 18 | | accommodation in -- in terms of searching those two | 11:13:13 |
| 19 | | computers was reached before or after | 11:13:18 |
| 20 | | Mr. Levandowski was terminated? | 11:13:29 |
| 21 | A | I don't remember. | 11:13:34 |
| 22 | Q | And Mr. Levandowski was employed by Uber | 11:13:44 |
| 23 | | for more than a month after you sent your e-mail on | 11:13:51 |
| 24 | | April 20, 2017, correct? | 11:13:59 |
| 25 | A | That sounds about right. I believe he was | 11:14:03 |

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1 fired in -- in -- by the end of May. 11:14:05

2 Q Did you ever tell anyone that you thought 11:14:10

3 Mr. Levandowski should be fired for his refusal to 11:14:14

4 produce these two laptop computers? 11:14:17

5 MR. GONZALEZ: I'm going to instruct you 11:14:19

6 not to answer that question. Work-product, 11:14:20

7 attorney/client. 11:14:24

8 Q (BY MR. PERLSON) Did you personally 11:14:59

9 threaten to fire -- have Mr. Levandowski fired to 11:15:01

10 Mr. Levandowski at or around April 20, 2017? 11:15:04

11 MR. GONZALEZ: Do you agree we're not 11:15:12

12 waiving privilege by answering that? 11:15:13

13 MR. PERLSON: No. 11:15:15

14 MR. GONZALEZ: Then I'll have to instruct 11:15:15

15 her not to answer. 11:15:18

16 Q (BY MR. PERLSON) Is Uber paying for 11:15:38

17 Mr. Levandowski's counsel at Mr. Erlich's? 11:15:39

18 A I don't believe so. 11:15:49

19 Q Is Uber paying for Otto Trucking's counsel 11:15:51

20 in this case? 11:15:57

21 A I think so, yes. 11:16:01

22 Q Is Uber indemnifying Otto Trucking in this 11:16:02

23 case? 11:16:05

24 A I don't know. Sorry. 11:16:07

25 Q Who would know that? 11:16:08